

AGREEMENT

BETWEEN

ALEUT GLOBAL SOLUTIONS, LLC

AND

LOCAL UNION NO. 2088

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO**

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COLLECTIVE BARGAINING AGREEMENT, entered into this 1st day of March 2008 by and between ALEUT GLOBAL SOLUTIONS, LLC, hereinafter called "The Company," and LOCAL 2088 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (AFL-CIO), hereinafter collectively referred to as "The Union", with respect to employees represented by the Union. All references herein to gender shall be construed as being equally applicable without any reservation to both males and females.

ARTICLE I

RECOGNITION

SECTION 1.01

EXCLUSIVE REPRESENTATION

The Company recognizes the Union as the sole and exclusive collective bargaining agency and representative, with respect to rates of pay, wages, hours, and other conditions of employment, for all employees of the Company, at John F. Kennedy Space Center (NASA), Cape Canaveral Air Force Station, and other locations within Brevard County, Florida, as such work is assigned to the Company's Contract, but EXCLUDING: all Professional, Manager(s), and other supervisors as defined in the Labor Management Relations Act, as amended.

SECTION 1.02

WORK COVERED

Only employees in the bargaining unit shall perform the work of the occupational classifications covered by this Agreement. All work presently performed by job titles covered by this Agreement shall continue to be performed by those job titles unless the parties mutually agree otherwise.

Additional or new work awarded to the Company under its present contract, and involving the performance of tasks requiring employees with skills similar to those of the employees in the classifications listed in Schedule 'A' or the performance of work in conjunction with and/or in the proximity of such employees shall automatically be included in the unit for which the Union is recognized, and the parties will promptly meet to negotiate any necessary adjustments of this Agreement for such new or additional work.

SECTION 1.03

INTERPRETATION

Only the Company's Human Relations Manager and/or the Business Manager of the Union, hereafter referred as the parties may interpret, alter or amend this Agreement by mutual action in writing and no individual employee of the Company, or groups of employees shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees or groups of employees whether such action be prospective or retroactive.

ARTICLE II
RECOGNITION OF RIGHTS

SECTION 2.01

MANAGEMENTS RIGHTS

The management of the business in all its phases and details shall remain vested in the employer (Company) except to the extent that they are expressly abridged by a provision of this Agreement. The rights of the employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

The foregoing enumeration of management rights and functions is without prejudice to the Union's duty and responsibility in representation of the employees covered by this Agreement, and its rights in accordance with the provisions herein, to process grievances, disputes or differences as to the interpretation or application of any provision of this Agreement.

SECTION 2.02

STRIKES, LOCKOUTS, AND RELATED INTERRUPTION OF WORK

There shall be no strike, work stoppage, slow down, sit down, refusal to work, boycott, or picketing by the Union or its representative or members, or lockout on the part of the Company during the term of this Agreement, unless and until all steps of the Grievance Procedures, including Arbitration, shall have been employed and one of the Parties hereto fails or refuses to comply promptly with any final decision made against such Party thereunder, provided that an employee covered by this Agreement may refuse to enter upon premises occupied exclusively by an employer other than the Company if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize pursuant to the Labor Management Relations Act of 1947, as amended.

In consideration of this Section, the Union agrees not to sue the Company, its officers, or representatives, and the Company agrees not to sue the Union, its officers, agents or members for any labor matters in any court of law or equity.

ARTICLE III

UNION SECURITY

SECTION 3.01

UNION SECURITY

The Company agrees that during the life of this agreement the Union shall be given the highest degree of union security permissible under applicable State or Federal law. In the event the law is changed or permits a higher degree of union security than is provided in this agreement, such higher degree of union security will automatically be extended to the Union.

SECTION 3.02

INTRODUCTION OF EMPLOYEES

Each new employee within the bargaining unit shall be introduced to the Union Steward by the supervisor in the activity to which such employee will be permanently assigned as soon as possible, but in no event later than five (5) working days after he/she reports to his/her supervisor for regular assignment; each employee transferred from another section or shift shall likewise be introduced. The Union Steward's function under the section is to explain the duties of the Steward and the Union.

SECTION 3.03

NO DISCRIMINATION

There shall be no discrimination by the Company or the Union against any employee because of sex, race color, national origin, creed, age, veteran's status, marital status, or handicap.

The Company and the Union acknowledge the reasonable accommodation commitment of the Americans With Disabilities Act and the protected status of qualified applicants and employees with mental or physical impairments. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodation to qualified persons with a mental or physical impairment, provided that the Company must provide the Union with advance notice and bargain with it to ensure that any proposed accommodation is reasonable and does not unnecessarily usurp the legitimate rights of other employees under the Agreement.

Union membership or legitimate Union activity will not jeopardize any employee's standing with the Company or opportunity for advancement. It is further agreed that the Company and its agents will not discriminate against, interfere with, restrain or coerce in any manner whatsoever any steward or member of the bargaining unit because of any lawful activities on behalf of the Union.

For purposes of this Agreement, references to employees in the masculine gender shall be deemed also to apply equally, and without distinction or discrimination, to the female gender.

ARTICLE IV

CHECK-OFF

SECTION 4.01

Upon receipt of an employee's written authorization, which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner (when revocation is not otherwise provided by local law), the Company shall deduct from such employees wages, in accordance with this Agreement, such employee's initiation fee and union dues and remit same to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice to the Company and the Union during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. The employee must also notify the Union Business Representative during one of these same ten (10) day periods by written notice via certified or registered mail, return receipt requested. This notice shall be sent to the Business Manager of Local Union 2088, IBEW.

SECTION 4.02

In the absence of such notice of revocation, the authorization shall be renewed for an additional yearly period, or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Where monies have been deducted from the pay of an employee who does not owe such monies, it shall be the responsibility of such employee to obtain a refund from the local union.

SECTION 4.03

A properly executed "payroll deduction authorization form" for each employee for whom Union check-off is required, shall be delivered to the office of the Labor Relations Manager before any deductions are made. Deductions shall be made thereafter only if the authorization forms have been properly executed. Any authorization that is incomplete or in error will not be activated by the Company.

SECTION 4.04

Any employee who loses his seniority or who is transferred into a classification not covered by this Agreement shall cease to be subject to check-off deductions.

SECTION 4.05

The union agrees that they shall hold the Company harmless against any all complaints, claims, judgments, or demands that may arise out of, or in any way be related to compliance by the Company with the terms of this Section or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

ARTICLE V
GENERAL WAGE PROVISIONS

SECTION 5.01
WAGE RATES

The Hourly Rates for employees covered by this Agreement shall be effective as set forth in Schedule 'A', attached hereto and made a part hereof.

SECTION 5.02
WAGE RATES FOR NEW OR REVISED OCCUPATIONAL CLASSIFICATIONS

In the event the Company establishes a new or revised occupational classification in the bargaining unit, the wage rate applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon wage rate applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the new or revised occupational classification and the Company-proposed wage rate applicable thereto and shall place such occupational classification and such wage rate into effect. Negotiated rates finally established which are higher than the Company-proposed rate will be paid retroactive to the date of the start of the occupational classification.

SECTION 5.03
PROMOTIONS AND UPGRADES

Before employees are hired from the outside to fill vacancies in all labor grades, it is the intention of the Company to promote from within the bargaining unit if available employees have the skill and ability necessary to do the work. In such instance the senior qualified employee will be promoted. Foreman and Lead positions will be filled internally within the bargaining unit provided the employees have the skill and ability necessary to perform the task. The Union will be advised at least one week in advance of promotions and upgrades becoming effective.

SECTION 5.04
NIGHT SHIFT DIFFERENTIAL

A shift differential of one dollar (\$1.00), in addition to any other premiums or differential(s) an employee may be entitled to receive, shall be paid for all time worked on a night shift.

"Night Shift." The term "night shift" shall mean any shift starting at or after 2:00 P.M. and at or before 6:00 A.M. The time when an employee actually commences work will determine whether or not the employee has worked a "night shift" for the purposes of shift differential pay only.

SECTION 5.05
ODD WORK WEEK PREMIUM

Employees working on an odd workweek schedule (other than Saturday and Sunday off) will receive odd workweek premium of seventy-five cents (\$0.75) per hour in addition to any other differential or premium an employee may be entitled to receive.

SECTION 5.06
SHOW-UP AND CALL-IN PAY

An employee (A) reporting for work in the absence of notice not to report, or (B) an employee called in to work on a holiday or on one of the employee's scheduled days off, or (C) an employee who is scheduled back or recalled after completing a day's assignment and has checked out and left the employee's place of employment, shall receive pay at the employee's applicable working rate for all hours actually worked. All hours worked shall be credited against the minimum number of paid hours. Employees reporting to the worksite will receive either four (4) hours pay for each incident up to a maximum of eight (8) hours in a single 24 hour period or pay for hours actually worked, whichever is greater.

SECTION 5.07
IRREGULAR WORK PERIODS

When the longest period worked in a "regular work day" is less than eight (8) consecutive hours, the Company will pay an employee, who is available for work, at the employee's working rate for the difference between the number of hours worked in one such period and eight (8) hours. In computing the payment due under this provision for hours not worked, no other Section of this Agreement shall apply except that hours paid in accordance with Section 5.07 Irregular Work Periods, shall be considered as time worked (i.e., four (4) hours paid at the applicable rate shall be counted as four (4) hours worked). This provision shall not apply to "scheduled days off", nor to holidays.

For purposes of this provision only, hours of work performed before midnight will be considered as performed in the calendar day ending at midnight and hours of work performed after midnight will be considered as performed in the calendar day starting at midnight. When an employee's "regular shift" includes midnight, his/her "regular work day," for the purpose of this provision, will be the twenty-four (24) hour period beginning with the starting time of his/her "regular shift."

Except as set forth above, this provision shall not be deemed to modify or invalidate any other provision of the Collective Bargaining Agreement.

SECTION 5.08
SCHEDULED MINIMUM EARLY IN PAY

An employee will not be scheduled to report to work less than one half hour prior to his/her normal shift start time. If the need for early in time is less than one half hour, the employee may option to report in at the later time and receive payment for actual time worked.

SECTION 5.09
STANDBY PROVISION

The Company shall have the right to designate an employee as being on "standby" status. Employees so designated shall be capable of performing maintenance work and will be assigned on the basis of a rotational roster. Standby payment will be made on a weekly basis and employee(s) will receive one-hundred-twenty-five (\$125.00) per week premium.

An employee designated as being on standby shall be reachable by signal device and remain within a reasonable distance of the Reporting Center. In the event that the use of a signal device is not possible, the employee on standby shall leave a telephone number where he/she can be reached by the Company and shall inform the Company of a phone number where he/she can be reached in the event of a change in location. Report time to the work center shall be within one (1) hour of notification.

A standby period shall consist of the time period beginning at the end of the employee's work shift on Monday and end at the beginning of his/her shift on the following Monday.

SECTION 5.10
WAGE RATE(S) DEFINITIONS

- A) "Base Rate." An employee(s) "base rate" for purposes of this Agreement, shall be the straight time hourly rate applicable to his/her classification, exclusive of any bonus, premium or differential(s).
- B) "Working Rate." An employee(s) "working rate" for purposes of this Agreement, shall be his/her "base rate" plus any bonus, premium(s) or differential(s) the employee(s) are entitled to receive.

ARTICLE VI

HOURS AND OVERTIME

SECTION 6.01 DEFINITIONS

The Parties recognize the importance of the work being performed under the terms of this Agreement, and the Company agrees that consistent with meeting customer requirements every reasonable effort will be made to arrange work schedules so that a maximum number of employees will be assigned to shifts Monday through Friday.

- (A) "Normal Work Week." The "normal work week" for employees covered by this Agreement shall consist of five (5) consecutive days, Monday through Friday, not exceeding eight (8) hours in any one "regular work day" of twenty-four (24) hours. The "normal work week" for continuous operations shall consist of five (5) consecutive days, not exceeding eight (8) hours in any one "regular work day" of twenty-four (24) hours. Once beginning time of an employee(s) workweek is established it shall remain fixed, but may be changed if the change is intended to be permanent and is not designed to evade the overtime requirements of the Fair Labor Standards Act.
- (B) "Scheduled Days Off." Each employee shall have two (2) consecutive "scheduled days off" in each "regular work week." A "scheduled day off" shall be a regular workday during which no "regular shift" is scheduled to start. For employees whose scheduled days off are Friday and Saturday and whose regular shift spans 12:01 a.m., Friday shall be considered the first scheduled day off and Saturday shall be considered the second scheduled day off for the purpose of determining the applicable rate for hours worked on scheduled days off in accordance with Section 6.02, Computation of Overtime Payment.
- (C) "Regular Work Week." The "regular work week" for all employees shall begin at 12:01 am Sunday and end at 12:00 o'clock midnight the following Saturday (i.e., seven (7) consecutive calendar days, Sunday to Saturday, inclusive).
- (D) "Regular Work Day." For the determination of daily overtime and of overtime worked in the "regular work week", on "scheduled days off," and on holidays the "regular work day" will be used and will consist of twenty-four (24) consecutive hours, from 12:01 am to 12:00 o'clock midnight (the calendar day). In all cases, the first "regular work day" in the "regular work week" will begin at the time the "regular work week" begins (i.e., 12:01 am Sunday). Hours worked on or in conjunction with a "regular shift" starting in the "regular work day" will be counted as worked in such "regular work day."
- (E) "Regular Shift." A "regular shift" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "regular work day", exclusive of meal periods. A "regular shift," once set, cannot be changed except by proper notice as defined in Section 6.06, "Change in Shifts".

- (F) "Night Shift." The term "night shift" shall mean any shift starting at or after 2:00 P.M. and at or before 6:00 A.M. The time when an employee actually commences work will determine whether or not the employee has worked a "night shift" for the purposes of shift differential pay only.
- (G) "Regular Employees." It is the intent of the parties that only regular full-time employees of the Bargaining Unit will be permitted to perform Bargaining Unit work. Additional full-time employees will be hired if overtime, rearrangement of schedules or other procedures are inadequate to meet the personnel needs of the Company. This section shall apply to all employees unless otherwise agreed to in writing by the parties.

It is the intent of the Company to offer employment of not less than forty (40) hours per work week for fifty-two (52) weeks of each year to employees covered by this Agreement who are ready and available to work, provided nothing in this section shall be construed to prevent the Company from releasing employees because of lack of work or for other proper and legitimate reasons, as provided for in other articles or sections of this Collective Bargaining Agreement.

SECTION 6.02

COMPUTATION OF OVERTIME PAYMENT

Overtime compensation shall be computed on the basis of actual overtime work to the nearest one quarter (1/4) hour. Payment for overtime hours worked shall be computed at the following rates:

Time and one-half the employee's working rate shall be paid:

- (A) For hours worked in excess of eight (8) in a regular workday and not in excess of twelve (12) in a regular workday.
- (B) For hours worked before the commencement or after the ending of the employee's "regular shift."
- (C) For the first twelve (12) hours worked on the first scheduled day off.

Double time the employee's working rate shall be paid:

- (A) For hours worked on the employee's second scheduled day off.
- (B) For hours worked over twelve (12) in any continuous work period.
- (C) For hours worked on a designated holiday(s).

SECTION 6.03 TURNABOUT

When an employee is required to report for work without being given at least eight (8) hours off after the completion of the employee's previous work period of not less than eight (8) hours, employee shall be paid at the applicable working rate for all time worked during the succeeding work period. For purposes of determining the applicable rate under the foregoing, the off-duty time between the end of the previous work period and the beginning of the new work period will accumulate as if worked, although there shall be no payment for such off-duty time.

An employee will not be obligated to work more than sixteen (16) continuous hours. Whenever an employee works sixteen (16) continuous hours, he/she will be given at least an eight (8) hour break before being required to report for his/her next work period.

SECTION 6.04 CANCELLATION OF IRREGULAR REPORT TIME

If the Company fails to notify an employee, at least four (4) hours in advance, of cancellation of a reporting time other than the start time of his/her "Regular Shift," the employee shall be permitted to report for such assignment unless notice of cancellation is given prior to his/her departure from his/her assigned work place during the last work period prior to such assignment. An employee(s) who reports shall be paid at no less than the applicable rate in accordance with Article 4, Section 5.06, Show-Up and Call-In Pay.

SECTION 6.05 MEAL PERIODS

Employees shall be entitled to a meal period during which they shall be relieved of their duties. No employee shall be required to work more than six (6) hours during their regular shift without being given a meal period of not more than one (1) hour, such meal period to be given after the third hour and to be completed by the sixth hour. In the event an employee is required to continue duties during a meal period during the normal work week in accordance with the foregoing, even though the employee may be permitted to eat while on the job, or confined during this period without reasonable facilities, the employee shall be compensated for such time and, if requested by the employee, shall not be sent home prior to having worked eight (8) hours, plus the time normally allotted for his/her meal period. If a work period extends beyond eight (8) hours, additional meal periods may be granted when requested by the employee and approved by supervision.

Meal periods will not be scheduled on scheduled days off, as defined in Section 6.01 (B), or on Night Shifts, as defined in Section 6.01 (F), except when requested by the employee and approved by supervision.

An employee may request, with management approval, to take a "NO LUNCH" and work a straight eight (8) hours before being released to go home.

SECTION 6.06

CHANGE IN SHIFTS

Normally, shifts will continue to be scheduled as presently established. However, occasional changes in shifts may be required to provide for operational, preventative maintenance, and other project needs. Changes in shifts will be only to fulfill such requirements and no shift change shall be made until the Union has been consulted on such change. Shift changes shall be scheduled in advance as below:

Shift changes of seven (7) calendar days or more in duration can be made by providing the employees with notice of at least seven (7) calendar days prior to the shift change taking effect. Such shift changes will be effective per the Regular Work Week as defined in Section 6.01 C. In the event that seven (7) calendar days is not provided, employees will be paid time and one-half (1 ½) their hourly working rate for all regular hours worked during the new shift for the number of days that seven (7) calendar days notice was not provided.

Example A: An employee is scheduled to change shifts. Seven (7) days or more notice is provided. Therefore the employee will be paid at the applicable regular "working rate" for the regular time beginning on the first day of the new shift. Overtime rules would apply as per Section 6.02.

Example B: An employee is scheduled to change shifts. Only four (4) days notice is provided. Therefore the employee will be paid time and one-half (1 ½) the applicable "working rate" for all regular time hours worked during the first three (3) days of the new shift. The employee will be paid at the applicable regular "working rate" for the regular time beginning on the fourth day of the new shift. Overtime rules would apply as per Section 6.02.

Shift changes of less than seven (7) calendar days in duration can be made by providing the employees with notice of at least seventy-two (72) hours prior to the shift change taking effect. In the event that seventy-two (72) hours notice is not provided, employees will be paid time and one-half (1 ½) their hourly working rate for all regular time hours worked during the first forty-eight (48) consecutive hour period of the temporary shift.

Example C: An employee is scheduled to change shifts. Seventy-two hours or more notice is provided. Therefore the employee will be paid at the applicable regular "working rate" for the regular time beginning on the first day of the new shift. Overtime rules would apply as per Section 6.02.

Example D: An employee is scheduled to change shifts. Only 24 hours notice is provided. Therefore the employee will be paid time and one-half (1 ½) the applicable "working rate" for all regular time hours worked during the first two (2) days of the new shift. Overtime rules would apply as per Section 6.02.

In a condition where a full six (6) days temporary shift change may not be required, employees may request to return to their regular shift provided all required project needs are accomplished. If employees opt to return to their regular shift there will be no financial penalty to the Company. If it becomes necessary for employees to return to the temporary shift at any time within the original six (6) day period of the temporary shift, an additional seventy two (72) hour notice will not be required and notice will be considered satisfied.

The most senior volunteer(s) qualified to perform the task, or in the event of a lack of volunteer(s), the least senior employee(s) qualified to perform the task will be assigned to the new shift.

Shift assignment in areas with more than one shift shall be bid quarterly on the basis of seniority.

SECTION 6.07 TRANSFERS

An employee may be temporarily assigned to work at any location provided that such assignment does not exceed forty-five (45) calendar days. When transferred on a temporary basis, the employee shall be permitted by the Union to work at the assigned location, on a temporary basis, provided there is no adverse effect on the full time earnings of the employees in the bargaining unit at the employee(s) temporarily assigned work location. Temporarily assigned employee(s) shall be on the basis of seniority to the qualified employee(s) who volunteer. In the event of or lack of volunteers, the least senior qualified employee(s) will be temporarily assigned.

Changes in permanent work location shall be by classification on the basis of seniority.

SECTION 6.08 DISTRIBUTION OF OVERTIME

Overtime shall be distributed equitably among the employees within the respective groups consistent with efficient operation. The Union Steward will offer the first available overtime to the available qualified person with the least number of hours on the overtime list. The computation of overtime shall be in converted time (i.e., eight (8) hours worked at time and one-half pay shall be charged as twelve (12) hours worked). The Company shall make such overtime records available to the employees and the Union for posting by the Union Steward on the Union bulletin board.

Distribution of overtime will be within the NASA "Overtime Guidelines" as outlined in KMI 1700.2, Maximum Worked Time Policy, and dated June 9, 1987 as amended October 27, 1988.

SECTION 6.09 PYRAMIDING OF OVERTIME

No employee shall receive more than one overtime rate for the same hours worked, and if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

SECTION 6.10 TRIP ALLOWANCE

When employees are required to travel to conduct KSC contract related business, employees shall be reimbursed in accordance with the government's Joint Travel Regulations (JTR).

When employees are required to travel to conduct non-KSC contract related business, employees shall be reimbursed in accordance with the Company's travel policy.

When employee(s) are required to use their personal vehicles in the performance of their job

or Company business, the Company will reimburse the employee in accordance with the Joint Travel Regulations.

SECTION 6.11
FOREIGN TEMPORARY DUTY DIFFERENTIAL PAY

Employees who are temporarily assigned to overseas KSC contract related business shall be paid their base pay plus a differential payment of thirty percent (30%) of their base pay in consideration of the irregular requirements of such duty. Eligibility for differential payment will start on the day of departure and stop on the day of return.

SECTION 6.12
FLEX TIME

With prior management's approval, employees may be allowed to flex their shift starting times.

An employee, working an approved Flex Shift, must work a minimum of five (5) hours within the employee's regular scheduled shift.

It is understood by the Parties that flex time is at the option of the employees with management approval and that any flex shift at the employee's request will be paid at straight time wages with no penalty to the Company and will not be considered a change of the employee's regularly scheduled shift.

SECTION 6.13
RED CREW

Employees shall be paid a premium of five dollars (\$5.00) per hour when deployed as a member of a red crew.

ARTICLE VII

VACATIONS

SECTION 7.01 VACATION POLICY

It is the policy of the Company to grant a vacation to employees annually as herein provided. Vacations will, so far as possible, be granted at times most desired by employees, but the right to fix the time for vacation is reserved by the Company in order to ensure orderly and efficient operation. When the schedule of vacations of employees in the same occupational group would hamper efficient operations, the choice of vacation time shall be determined by occupational seniority within the group. When consistent with efficient operations, an employee may be permitted to schedule vacation in one-hour increments, but in no case shall an employee be permitted to schedule more than five (5) days of vacation each calendar year in such one-hour units. Vacation must be scheduled and approved in advance.

SECTION 7.02 ELIGIBILITY AND PAYMENT

Full-time employees on the payroll shall be entitled to a paid vacation at the employee(s) base rate as follows:

(A) All employees shall be entitled to vacation as follows:

From	Through	Accrual rate per month	Equates to hours of vacation per year
Hire date	48 months	6.67 hours	80 hours per year from hire date through 4 completed years
49 months	168 months	10.00 hours	120 hours per year from years 5 through 14 completed years
169 months	288 months	13.33 hours	160 hours per year from years 15 through 24 completed years
289 months or more		16.66 hours	200 hours per year from years 25 and over

During their vacation period, the employees shall continue to be paid at the rate of their regular basic wages. Vacation time shall be considered as time worked for purposes of overtime compensation.

SECTION 7.03 VACATION AWARD

Vacation is awarded on the anniversary date of each Employee's date of hire after an employee has completed one full year of service. Employees will be awarded vacation as specified in Section 7.02.

SECTION 7.04
VACATION DEFERRAL

An employee may request and the Company shall grant vacation deferral up to half (½) of the employee's annual declaration.

Requests for such vacation deferral shall be made thirty (30) days prior to the Employee's anniversary date, and provided to the Company in writing. The time for taking such deferred vacation shall be mutually agreed upon between the Company and the employee, giving consideration to the operating needs of the Company and the wishes of the employee.

SECTION 7.05
PAYMENT IN LIEU OF VACATION

When the Company requests an eligible employee to forego, during the calendar year, any or all of the vacation to which he/she is entitled and the employee agrees and forgoes such vacation, he/she shall be paid in lieu of the unused portion. Payment in lieu of vacation shall be computed on the basis of the employee's base rate in effect at the time payment is made.

An employee who is terminated or terminates for any reason, retires, laid off, dies while on the active payroll, or enters the Armed Forces shall be paid all earned and accrued pro-rated unused vacation, provided that he/she has a minimum of one (1) year continuous service credit at the date of termination.

SECTION 7.06
SPECIAL RULES GOVERNING VACATIONS

No vacation may be postponed from one calendar year to another except as provided in Section 7.04, Vacation Deferral. Paid holidays occurring during an employee's vacation shall not be counted as part of his/her vacation time.

SECTION 7.07
**VACATION ELIGIBILITY UPON RETURN FROM
APPROVED LEAVE OF ABSENCE OR LAYOFF**

An employee on approved leave of absence or on layoff, who has not received vacation payment in the current year shall be entitled to a vacation and vacation payment as specified in Section 7.02 if he/she is reinstated within nine (9) months from the commencement of such layoff or leave of absence. Upon reinstatement, vacation may be taken in accordance with this Agreement after four (4) full weeks of employment.

ARTICLE VIII

HOLIDAYS

SECTION 8.01

DESIGNATED HOLIDAYS

A. Days to be observed:

The Company recognizes the following holiday schedule during the period of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In addition to the holidays listed above, four (4) additional holidays will be observed in conjunction with the Kennedy Space Center Christmas Shutdown.

Employees are entitled to one (1) individual floating holiday in each calendar year of the contract.

On a day that there is an observance of a legal holiday designated by Federal Statute, Executive Order, or the President's proclamation, the Company will recognize such a day as a holiday.

SECTION 8.02

PAY FOR DESIGNATED HOLIDAYS

The Company shall pay employees for each of the designated holidays at their straight time wage base rate for the number of hours, per day, not to exceed eight (8), for which they are regularly scheduled to work during the work week in which the holiday occurs. In no event will the payment for hours not worked on one of the designated holidays be in excess of eight (8) hours. Holiday pay shall be considered as time worked for purposes of overtime compensation. Employees who work on any one of the designated holidays shall be paid double the employee(s) working rate for hours worked, and shall in addition receive the holiday pay to which they may be entitled in accordance with the above.

SECTION 8.03

OBSERVANCE OF HOLIDAYS

If a designated holiday falls on an employee's scheduled day off, the holiday will be observed on the workday preceding or the workday following the day on which the holiday falls. The determination as to which day is observed will be made by the Company.

ARTICLE IX

CONTINUOUS SERVICE CREDIT

SECTION 9.01

ACQUISITION OF CONTINUOUS SERVICE CREDIT

Each employee shall have continuous service credit with the Company dating from the first date of his/her unbroken service.

SECTION 9.02

CONTINUITY OF SERVICE

The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken such employee shall be for all purposes considered a new employee if and when rehired:

- (A) Resignation or other voluntary termination of employment.
- (B) Discharge for just cause.
- (C) Absence in excess of three (3) consecutive working days without notice, either by telephone or written message, by messenger, to the immediate supervisor or the Project Manager, unless satisfactory evidence of inability to report is shown.
- (D) Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.
- (E) Failure to report to work after layoff within ten (10) working days after the Company gives the employee written notice to return to such work and failure to notify the Company of the employee's intention to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered or certified mail to the last address furnished to the Human Resources Department of the Company.
- (F) Layoff without recall to work within three (3) years from the date of such layoff.

Continuous service seniority credit will be used to calculate employee(s) eligible benefits as defined by the Service Contract Act Successorship Provision. Continuous service seniority credit will be determined by the employee(s) total site continuous seniority time with predecessor company/companies or their present company seniority, whichever is greater.

ARTICLE X

SENIORITY

SECTION 10.01

ACQUISITION OF SENIORITY

New employees shall be considered on probation and not entitled to seniority until they shall have acquired ninety (90) calendar days of continuous service credit. Upon completion of said period of employment, the employee shall be considered a regular employee and his/her seniority shall date from the start of the probationary period and when thus established, will equal the employee's continuous service credit. There shall be no requirement that the Company reinstate or rehire probationary employees if they are discharged during their probationary period.

SECTION 10.02

COMPUTATION OF SENIORITY

Each employee shall accumulate seniority within the bargaining unit in occupational classifications covered by this Agreement, during his/her period of continuous service with the Company. An employee shall establish seniority in his/her current occupational classification after he/she has worked in such occupational classification for thirty (30) calendar days and shall thereupon be credited with his/her total bargaining unit seniority in that occupational classification.

Employees who were in the bargaining unit on April 8, 1993 will be credited with bargaining unit seniority in the occupational classification in which they are now assigned equal to the employee's continuous service credit with the Company or contract location, whichever is greater.

When two or more employees otherwise would have identical seniority, seniority rank will be determined by alphabetical order of last names, a name commencing with "A" being the most senior. This procedure shall apply in all determinations of seniority.

SECTION 10.03

TERMINATION OF SENIORITY

The seniority of an employee shall be lost under the same conditions which cause a break in continuous service credit as set forth in Section 9.02 of this Agreement, except that if at the time of layoff or recall an eligible employee refuses to take a job in the same labor grade as the occupation in which he/she holds seniority, he/she shall be deemed to have resigned from employment.

If, at the time of layoff or recall, any eligible employee refuses to take a job in a lower labor grade than that of the occupation from which he/she was laid off, he/she shall retain his/her rights to be recalled to that occupation.

SECTION 10.04

EMPLOYEES TRANSFERRED INTO BARGAINING UNIT

An employee who has established seniority rights in an occupation within the bargaining unit and who is subsequently transferred or promoted to a position not covered by this Agreement, shall be deemed to have retained seniority rights in accordance with the provisions of this Agreement for a period of twenty-four (24) months from the date of such transfer or promotion providing that there are no bargaining unit employee(s) on layoff or in layoff status and if in the opinion of the Company it becomes necessary or advisable to return the employee to a position within the bargaining unit, all seniority rights acquired before such transfer or promotion will be restored. An employee who has never established seniority in the bargaining unit, who is transferred into the bargaining unit, shall establish bargaining unit seniority in the occupational classification within the seniority group in which the employee is then working starting on the effective date of such transfer into the bargaining unit.

SECTION 10.05

LAYOFF

In the event of layoff, probationary employees, as defined in Section 10.01 of this Agreement, in the occupational classification affected, shall be laid off first. If further layoffs are necessary such layoffs shall be made by bargaining unit seniority within the occupational classification. The employee with the least bargaining unit seniority in such occupational classification shall be the first to be laid off and the last to be recalled. However, employees who volunteer for layoff out of seniority and are laid off will retain recall rights for sixty (60) months from the date of such layoff. Employees who have previously established seniority in any other seniority group/job classification(s) that is scheduled for a layoff may volunteer for this layoff with the understanding that the employees will only have recall rights into the seniority group/job classification(s) where the surplus was identified.

An employee subject to layoff under the forgoing may exercise bumping rights in the following order provided he/she has greater bargaining unit seniority than the employee being displaced:

1. Displace the employee with the least bargaining unit seniority in any lower rated occupational classification or displace the employee with the least bargaining unit seniority in an equivalent occupation.
2. Displace the employee with the least bargaining unit seniority in any lower rated occupational classification in which he/she had established seniority, provided he/she has the skill and ability to perform the work.
3. Displace any probationary employee in the bargaining unit, provided he/she has the skill and ability to perform the work as determined by the Company.

Such employee must notify the Company in writing of his/her intention to exercise bumping rights within forty-eight (48) hours of the Company's layoff notice. An employee so displaced may similarly exercise his/her rights to displacing another employee in accordance with the same criteria, it being understood, however, that the initial and resultant "bumps" must occur simultaneously so that there will be no delay in the layoff procedures. No employee may "bump" another employee in a higher graded occupational classification.

In cases of layoff, the Company will give not less than two (2) weeks notice of contemplated layoffs to the employees affected and to the Union. Where, however, such notice is not feasible, the company will notify the employee and the Union as promptly as possible and give, in lieu of said notice, two (2) weeks pay, not to exceed eighty (80) hours at the employee's straight time hourly rate. Such payments will be made only to those employees who have completed the probationary period.

SECTION 10.06 RECALL

For the purpose of reinstatement, all laid off employees shall be recalled in the following order:

1. Laid off employees who are classified in the occupational classification in the group in which recalls are being made, in inverse order of layoff. A maximum of five (5) laid off employees will be offered recall for one vacancy at any given time. It is understood that the most senior of such employees who accepts re-employment within the time allowed will be reinstated. Those laid off employees who are offered recall and who fail to make application for reinstatement for a position of equal labor grade to the one held at time of layoff within the time limit specified below will lose all recall rights.
2. Prior to hiring new employees, the Company will consider laid off employees whom it determines may be capable of performing the work but who have no seniority rights within the group where the vacancies occur.

Notification of openings for re-employment shall be given by the Company to the last mailing address furnished by the employee, by registered or certified mail. A copy of such notice shall also be sent to the Union. Within five (5) working days after such notice is given, the laid off employee must advise the Company whether he/she accepts re-employment. If the Company receives no reply within five (5) working days after notice is sent, the next employee on the seniority list may be notified. If no employee remains on the seniority list a new employee may be hired.

SECTION 10.07 SHIFT PREFERENCE

When a vacancy exists on any shift, or in the formation of any new shift, preference in filling such vacancy shall be granted on a seniority basis.

SECTION 10.08 SENIORITY PRIVILEGES FOR UNION REPRESENTATIVES

As long as there is work available which they have the skills and ability to perform, Stewards of the Union shall hold seniority over all employees in their respective occupational classifications, provided they perform on the job steward-like duties related to the day-to-day administration of this Agreement. The foregoing paragraph shall apply only in the case of layoffs.

When mutually agreed between the Company and Union, shop stewards shall be deemed to hold seniority for shift preference purposes over all employees in their respective jurisdiction when the exercise of such seniority is for the purpose of assuring employee representation.

SECTION 10.09 SENIORITY LIST

The Company shall supply the Union with a seniority list of the employees covered by this Agreement. Such list shall be provided to the Union as changes necessitate.

SECTION 10.10 SENIORITY GROUPS, WORK SECTIONS

Seniority groups established in Appendix 'B' shall be for purposes stated below and are recognized by the Company and the Union.

SENIORITY GROUP(S):

Seniority Group(s) are to be used for the purposes of administering layoff and recall. There shall be no cross-utilization of employee(s) from one seniority group to another seniority group.

Employee(s) may be completely utilized within a seniority group without regard to shift assignment on straight time. For cross-utilization on overtime an employee will not be used in a seniority group other than his/her own unless all employees in the seniority group in which he is being cross-utilized are working or not available to work.

Seniority Groups shall be used for applying:

- a) Shift preference;
- b) Vacation selection;
- c) Overtime distribution; and
- d) Promotional consideration.

SECTION 10.11 SEVERANCE PAY

Any employee with more than 1 year (12 months) of continuous service credit, who has established seniority shall be entitled to severance pay when he/she is involuntarily laid off because of lack of work for a period in excess of thirty (30) days, however, no employee shall be entitled to severance pay in cases, where such layoff is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage at locations where work is performed under this agreement, or from strikes or work stoppages resulting in the inability to maintain normal operations. No employee shall receive severance pay if a replacement or successor contractor or employer offers them employment where continuity of employment with credit for prior service is preserved under substantially equivalent conditions of employment.

<u>Length Of Service</u>	<u>Severance Pay</u>
1 Year to 2 Years	1 Week
2 Years to 3 Years	2 Weeks
3 Years to 4 Years	3 Weeks
4 Years to 5 Years	4 Weeks

5 Years to 6 Years	5 Weeks
6 Years to 7 Years	6 Weeks
7 Years to 8 Years	7 Weeks
8 Years to 9 Years	8 Weeks
9 Years to 10 Years	9 Weeks
10 Years to 11 Years	10 Weeks
11 Years to 12 Years	11 Weeks
12 Years to 13 Years	12 Weeks
13 Years to 14 Years	13 Weeks
14 Years to 15 Years	14 Weeks
15 Years to 16 Years	15 Weeks
16 Years to 17 Years	16 Weeks
17 Years to 18 Years	17 Weeks
18 Years and Over	18 Weeks

Such severance pay shall be paid in bi-monthly installments on the tenth (10th) and the twenty-sixth (26th) of each month until the entitlement is paid. An employee who is reinstated in employment with the Company shall not be entitled to severance pay as herein provided. Such employee will be credited with the number of weeks of unused allowance against any future termination for which severance allowance is due. The employee will also be entitled to earn additional severance allowance in accordance with his/her continuous service credit from the date of his/her reinstatement after he/she has accumulated six (6) months additional continuous service credit with the Company, but unused credit from a previous layoff plus severance accrued from the date of reinstatement cannot exceed 18 weeks. For the period of layoff, so long as recall rights exists, all laid off employees shall accumulate seniority for the purposes of layoffs and recalls.

The Federal provisions regarding the allocation of costs incurred under the contract is governed by Federal Acquisition Regulations (FARs). The provision covering the ability to allocate the cost of severance pay at the time of expiration of the Company's contract, contained in FAR 31.205.6 is as follows:

"Payments made in the event of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equal conditions of employment, or continued employment by the contractor at another facility, subsidiary, affiliate, or parent company of the contractor, are not severance pay and are unallowable. Severance payments, or amounts paid in lieu thereof, are not allowable when paid to employees in addition to early or normal retirement payments."

Accordingly, it is agreed that an employee will be eligible for severance payment in accordance with section 10.11, Severance Payments, of the Collective Bargaining Agreement except as modified above.

It is understood and agreed that this restriction on payment of severance pay shall be deleted if in the future severance pay under the foregoing conditions becomes an allowable cost under the Company's contract.

ARTICLE XI
PAYMENT FOR ABSENCE

SECTION 11.01
PAYMENT FOR ABSENCES

Employees shall earn and accrue 1.847 hours of paid sick and injury leave after the completion of each normal workweek to a maximum of twelve (12) days annually. The maximum accrued but unused paid leave, which may be carried over, from one calendar year to the next will not exceed 320 hours (40 days). Time away from work on sick leave will count as continuous service credit for purposes of accruing vacation.

SECTION 11.02
GENERAL PROVISIONS

- (A) Paid sick and injury leave will be considered as time worked for purposes of overtime computation.
- (B) Employees shall accumulate 1.847 hours each workweek or not less than eight (8) hours per month. Sick and injury leave accumulated each workweek will be granted monthly for a maximum of twelve (12) days per year.
- (C) Sick and injury leave may be accumulated to a maximum of forty (40) days and may be used in subsequent years as sick and injury leave.
- (D) Sick and injury leave is to be used only for that purpose.
- (E) Sick and injury leave will not be paid out to employees upon termination and/or end of any contract or subcontract, the CBA, or any other employee termination.

SECTION 11.03

EMERGENCY LEAVE

An emergency leave of absence may be granted with pay because of death, critical illness or critical injury in the immediate family as follows:

- (A) For a period not to exceed three (3) working days if required travel is within a four hundred (400) mile radius of the employee's work location.
- (B) For a period not to exceed five (5) working days if required travel is in excess of a four hundred (400) mile radius of the employee's work location.
- (C) No payment will be made for this lost time beyond three (3) working days after the date of the funeral (or formal memorial in lieu thereof) or during holidays, leaves of absence, vacations, during a period when sick benefits are being paid, for scheduled overtime or for any day on which such employee would otherwise not be scheduled to work.
- (D) In a case involving critical injury or illness occurs of an immediate family member, employees will be limited to one period (three (3) or five (5) days) of Emergency Leave due to critical illness or critical injury and one additional period (three (3) or five (5) days) of Emergency Leave due to the death of the same relative the emergency leave was taken for.
- (E) The company reserves the right to request and receive from employee's verifiable evidence of death, illness, or injury in the employee's immediate family when Emergency Leave is requested. Failure by an employee to provide such information, when requested may result in Emergency Leave being denied.

The term "immediate family" is defined as the employee's spouse, parent, child, brother, sister, grandparent, grandchild, parents-in-law, son-in-law, daughter-in-law, or any of those in a step-relationship, legal guardian or legal ward.

ARTICLE XII
LEAVES OF ABSENCE

SECTION 12.01
APPLICATION FOR LEAVES OF ABSENCE

Except for military service, no application for a leave of absence will be considered unless it is applied for in writing.

SECTION 12.02
LEAVE OF ABSENCE FOR ILLNESS, INJURY OR PREGNANCY RELATED DISABILITY

The Company shall grant medical leaves of absence in accordance with the Family and Medical Leave Act (FMLA). If the disability continues beyond the three month period, such employee may, at management's discretion, be entitled to additional leaves of absence of three month's each, but not to exceed a total of twenty-four (24) months. Continuous service credit and seniority privileges shall accumulate for the period of time up to a maximum of twenty-four (24) months. The employees involved shall inform their immediate supervisor immediately upon the occurrence of the illness or disability and shall thereafter keep their immediate supervisor informed monthly in writing of the approximate time when they will be able to resume their usual Company duties.

SECTION 12.03
LEAVE OF ABSENCE FOR UNION ACTIVITY

On written request of the IBEW, and workload permitting, employees shall be entitled to a leave of absence, without pay, to attend official Regional Conventions of the AFL-CIO or International Conventions of the IBEW. The number of employees to be granted such leaves of absence shall be agreed between the Company and the Local Union.

SECTION 12.04
EXTENDED MILITARY DUTY

Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon release from service shall be re-employed by the Company in accordance with applicable Federal Statutes.

SECTION 12.05
NON-WAR MILITARY DUTY ABSENCE AND PAYMENT

An employee with one (1) year or more continuous service credit who is called for and performs non-war military duty will be compensated for the difference between his/her base military pay, plus such allowances as flight pay and submarine pay, and the payment he/she would have received for the straight time hours he/she was thereby required to lose from his/her regular work schedule, but not to exceed ten (10) eight-hour days per year if he/she is called for training, or five (5) eight-hour days per year if he/she is called because of an emergency, computed at his/her established regular basic salary rate. Continuous service credit and duly established seniority privileges will accumulate during such leave. No combination of above service shall exceed two (2) weeks per year for compensation purposes.

SECTION 12.06
AGS

JURY DUTY AND COURT WITNESS ABSENCE SECOND PAYMENT

An employee with ninety (90) days or more continuous service credit who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness shall be compensated for the straight-time hours the employee was thereby required to lose from the employee's regular work schedule, but not to exceed five (5) eight-hour days per week, computed at the employee's established regular basic salary rate less the jury pay received. Such payment shall be made so long as such jury duty or court appearance continues, only upon presentation of documentary proof of jury duty or court appearance. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Continuous service credit and duly established seniority privileges will accumulate during such leave.

The Company reserves the right to petition the court to excuse any eligible employee for jury service when the Company needs such employee's services because qualified replacements are not available or the employee's absence would result in a hardship to the Company.

SECTION 12.07

OTHER APPROVED ABSENCE

Employees with ninety (90) days or more of continuous service credit with the Company may be granted a leave of absence without pay for death in the family, quarantine, marriage, or voluntary service with a Government agency. Leaves of absence may also be granted for other miscellaneous reasons. Written application for such approved absence should be made to the immediate supervisor in accordance with the provisions of this Agreement.

ARTICLE XIII
GOVERNMENT SECURITY

SECTION 13.01
DEFENSE SECURITY

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. Therefore, in the event that an appropriate Government Agency, through their duly authorized representatives concerned with security, advise or have advised the Company that any employee in the bargaining unit covered by this Agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and the Union that such employee shall be subject to any action as to his/her employment, including but not limited to termination, which the Company considers necessary for security reasons. Any such employee shall have no seniority rights under this Agreement, while such determination is outstanding.

In the event, however, that a review, duly made by the appropriate Government authority, shall result in a reversal in the original ruling, all seniority, benefits and other employment rights as an employee shall be restored to him and if he/she has been removed from employment for security reasons, and such reversal is obtained after his/her removal, he/she shall be offered reinstatement in accordance with his/her accumulated seniority. Such employee shall receive payment for wages lost during the period of removal from employment, at his/her basic salary rate at the time of his/her removal, less any amount earned during such period by reason of his/her employment elsewhere.

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required to have the information by the Government.

SECTION 13.02
FAILURE TO OBTAIN SECURITY CLEARANCE

If an employee has not been granted a government clearance, required by the Company's contract with NASA, within one hundred ninety (190) calendar days from the date of his/her employment, the Company may terminate the employee's employment.

Employees who are denied a government clearance, required by the Company's contract with NASA, may be terminated.

ARTICLE XIV

SAFETY, HEALTH AND RETIREMENT INSURANCE

SECTION 14.01

SAFETY AND HEALTH

The Company will continue to make all reasonable provisions for the safety and health of its employees during hours of employment. It shall be the exclusive responsibility for the Company to ensure compliance with all safety rules and applicable Federal and State Laws, Air Force and NASA regulations. The Company will supply the Locals' Business Manager an accident report(s) for all accidents, occupational injuries, illness or fatalities. In the event an employee fails to conform to established safety rules and regulations, an employee shall be subject to disciplinary action up to and including termination.

SECTION 14.02

SAFETY MEETINGS

Shop Steward(s) will meet once each month with their respective managers to discuss safety problems and practices in their activity.

Occasionally, the question of workforce safety arises when work tasks are assigned to a single individual. In most cases a single individual working alone is not considered to be at a safety risk. However, occasions occur where teamed (2 people) crews should be assigned to jobs that would normally be assigned to one person.

The guidelines for such assignment are:

- (A) When the job involves working on energized circuits that present a genuine danger of life-threatening electrical shock.
- (B) When the job involves working in predetermined hazardous areas where there is a genuine danger of being isolated from assistance from other KSC personnel.
- (C) When the job involves working in any remote areas where reliable communications by telephone or radio net does not exist.
- (D) When the job involves working in any remote locations that are un-occupied.
- (E) Employees have the option to request a second person to accompany them in any case where they feel it is unsafe for a single person (such as lifting heavy objects, pulling or replacing floor tiles). The Company will attempt to honor such requests as appropriate.

SECTION 14.03

INSURANCE BENEFITS

The Company will maintain health and welfare benefits comparable to the plan currently in place, which provides for health, vision and dental coverage. The Union will not unreasonably withhold approval for the Company to change to a comparable plan as it may do from time to time for the Company's employees.

Employees' monthly premium will not be increased over 8% per year for the life of the Bargaining Agreement.

Employees shall contribute paid contributions for dependent coverage as follows:

Effective 1 July, 2008, Employees shall contribute paid contributions for dependent coverage as follows:

Employee Only	\$ 00.00	
Employee plus 1	\$ 122.42	Biweekly
Employee plus Family	\$ 208.06	Biweekly

Effective 1 July 2009, Employees shall contribute paid contributions for dependent coverage as follows:

Employee Only	\$ 00.00	
Employee plus 1	\$ 132.21	Biweekly
Employee plus Family	\$ 224.71	Biweekly

Effective 1 July 2010, Employees shall contribute paid contributions for dependent coverage as follows:

Employee Only	\$ 00.00	
Employee plus 1	\$ 142.79	Biweekly
Employee plus Family	\$ 242.68	Biweekly

SECTION 14.04

401K SAVINGS INCENTIVE

Effective March 1, 2005, the Company agrees to participate in the Supplemental Income 401(k) Plan, a plan intended to conform to the requirements of the Internal Revenue Code Section, 401(k) for certain tax-exempt, Employee contributory plans. The Company agrees to:

- (1) Timely execute the Plan's Subscriber Agreement
- (2) Timely pay that portion of their wages that Employees elect to pay into the Plan on the form provided by the Plan
- (3) Pay the Plan's administrative fee per month for each Employee who elects to participate in the Plan.

The Company will match forty-five (.45) cents to the employee(s) Supplemental Income 401(k) Plan account for every dollar the employee(s) contributes up to the maximum allowed by law of the employee's salary.

Employees who are age fifty or older shall be allowed to defer amounts on a pre-tax basis to the extent allowed by IRS regulations.

Upon the establishment of the above-referenced Supplemental Income 401(k) Plan, employees will no longer contribute to the Aleut 401(k) Plan, but will remain participants in the Aleut 401(k) Plan. The establishment of the Supplemental 401(k) Plan shall not affect the duties and obligations of the Company or the Aleut 401(k) Plan under the prior Agreement and this Agreement prior to the establishment of the Supplemental 401(k) Plan.

It is agreed, as soon as The Aleut Board permits, the Company agrees to transfer the assets of the Aleut 401(k) Plan applicable to Employees covered by this Agreement to Supplemental Income 401(k) Plan. Such transfer shall not affect the duties and obligations of the Company or the Aleut 401(k) Plan under the prior Agreement and this Agreement prior to such transfer.

SECTION 14.05

RETIREMENT FUND (NEBF)

It is agreed that in accordance with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated Local Collection Agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by NEBF.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each month.

The individual Employer hereby accepts and agrees to be bound by the Restated Benefit Agreement and Trust. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this agreement.

(A) Remit to:

North Florida Employee Benefit Board #11
4951-A Richard Street
Jacksonville, Florida 32207

ARTICLE XV

COMPLAINT AND GRIEVANCE PROCEDURE

SECTION 15.01

COMPLAINTS

The Union, and employee or employees having a complaint shall have the right to verbally present the same, directly or through the shop steward, to his/her supervisor. If the complaint is not settled by the end of his/her next scheduled shift and involves a matter subject to Grievance Procedure, it may be reduced to writing and considered a grievance subject to local grievance procedure.

SECTION 15.02

PRESENTATION OF GRIEVANCES

If there is any grievance, dispute or difference between any employee covered by this Agreement and the Union or the Company, or among any of said Parties with respect to the interpretation or application of any provision of this Agreement, such grievance, dispute, or difference shall be reduced to writing and processed in accordance with the following steps in this grievance procedure provided, however, that any individual employee, or group of employees, shall have the right at any time to present verbally, or in writing, complaints or grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Union's Representative has been given an opportunity to be present at such adjustments. A grievance shall be negotiated in each of the following successive steps between the representatives of the parties specified in each step. Failure to appeal a decision made in any step in the time and manner specified shall constitute a bar to further action thereon. In some instances the Union may choose to file a grievance directly against the Company. The process should begin at Step 2 and shall be limited to matters dealing with the interpretation or application of the terms of this Agreement or terminations. The written grievance shall clearly set forth the violations, when they occurred, the name(s) of the employee(s) aggrieved, the provisions of the agreement allegedly violated and known relative facts.

Step One Between the Project Manager or his designate, and the Shop Steward. The first step meeting shall be held within five (5) working days from the date the grievance is filed with the Company unless a new date is set by mutual agreement. The Project Manager or his designate shall give the Shop Steward a written reply. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step Two, provided such appeal is made within ten (10) working days after the receipt of the Project Manager's reply. A meeting in Step Two shall be held within thirty (30) working days after receipt by the Company of Notice of Appeal unless the Company and the Union jointly agree to a postponement.

Step Two Between the Human Relations Manager for the Company and the Union's Business Representative. An International Representative of the IBEW may be present at this step of the grievance procedure, only to assist the local Union. The Human Relations Manager shall make a reply in writing not later than ten (10) working days after meeting, i.e.: telephonic or face-to-face, with the Union's Business Representative.

SECTION 15.03 ARBITRATION

Any grievance, which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure outlined above, may be submitted to Arbitration within twenty (20) calendar days of receipt of the Second Step reply by either Party.

The Party desiring Arbitration shall notify the other Party in writing within the aforementioned twenty (20) day period, and shall request a panel of eleven (11) Arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) working days of the notice to the other Party.

Each Party shall, within twenty (20) calendar days from the receipt of such list, be entitled to alternately strike a name from the list until one name remains and this person shall be the Arbitrator. The Company shall be entitled to strike the first name.

The Parties agree that the decision or award of such Arbitrator shall be final and binding on each of the Parties and that they will abide thereby, subject to such laws, rules and regulations as may be applicable. The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement or to change an existing salary rate. Each Party shall bear the expenses of preparing and presenting its own case. The cost, if any, of the Arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the Parties hereto. Failure to appeal a decision made in any step in the time and manner specified above shall constitute a bar to further action thereon.

SECTION 15.04 TIME FOR PRESENTATION OF GRIEVANCES

All grievances shall be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than seven (7) calendar days if the same is a dismissal grievance, or later than thirty (30) calendar days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon. Saturdays, Sundays and Holidays shall not be counted in computing the due date for any decision or appeal therefrom. Time limits for grievance meetings at any step may be extended by mutual agreement of both parties in writing. If it is determined under the grievance procedure, including arbitration, that any adjustment in salary is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

SECTION 15.05 RECORD OF DISCIPLINARY ACTION

The Company will consider reprimands or disciplinary actions against an employee as cleared

from his/her record after a eighteen (18) month period from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier when, in the judgment of the Company, his/her past service record warrants such action.

SECTION 15.06 INVESTIGATION OF GRIEVANCES

Subject to existing security regulations, the Business Representative or other authorized representative of the Union shall have access to the Company's work areas, under this contract, during working hours for the purpose of investigating grievances, complaints or matters arising out of the application of this Agreement. The Company will not impose regulations, which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

SECTION 15.07 DESIGNATION OF STEWARDS

The number of shop stewards to be recognized by the Company shall be determined by mutual agreement of the Parties. The shop stewards shall be employees of the Company and shall be appointed by the Union. The Union will keep the Company currently informed in writing of the names of the accredited stewards.

SECTION 15.08 HANDLING GRIEVANCES

The stewards shall be allowed to handle requests, complaints, or grievances arising under this Agreement during their working hours without loss of compensation provided that the time so spent is devoted to the prompt handling of requests, complaints or grievances in accordance with the Grievance Procedure of this Agreement and that they at all other times continue to perform their assigned jobs.

SECTION 15.09

SCOPE OF STEWARDS' UNION ACTIVITIES

The stewards' Union activities on Company time shall fall within the scope of the following functions:

- (A) To consult with an employee regarding the presentation of a request, complaint or grievance which the employee desires him to present.
- (B) To investigate a complaint or grievance of record after presentation to the appropriate supervisor.
- (C) To present a request, complaint or grievance to an employee's immediate manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (D) To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement.
- (E) The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties. The steward shall notify management prior to the exercise of the above duties.

ARTICLE XVI
GENERAL PROVISIONS

SECTION 16.01
BULLETIN BOARDS

The Company agrees to provide a suitable number of bulletin boards for posting of Union publicity. Material posted shall be limited to notices of Union meetings, Union newspaper items and Union recreation and social activities. It is agreed that only notices approved by the Company shall be posted. Approval of such posting shall not be unreasonably withheld. It is further agreed that there will be no other general distribution or posting by employees of any other literature within the work areas without prior approval by the Company.

SECTION 16.02
WAIVER

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Further, the Parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered, directly or indirectly, in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the Parties at the time this Agreement was negotiated or signed.

SECTION 16.03
INVALIDITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

SECTION 16.04
SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns, as provided by law, and shall bind the Company by merger or consolidation as to the provisions covered by this Agreement.

SECTION 16.05
EFFECT OF LAW

In the event that now or hereafter there is any State or Federal law or any directive, order, rule or regulation made pursuant thereto, which is in conflict with any provision or provisions of any Agreement between the Parties, it shall supersede such provision or provisions.

SECTION 16.06
AGS

EMPLOYEE CONDUCT

The Company recognizes that employees normally govern their activities while at work in the same high standards of conduct that they use in their personal affairs.

The Company also recognizes that most people take a personal pride in performing a "job well done." For the minority who may create discord or fail to observe acceptable work standards, the Company will utilize progressive discipline based on just cause.

SECTION 16.07

POLICIES, RULES AND REGULATIONS

Company policies, rules and regulations will be made available to employees and the Union. Employees covered by this Agreement shall be governed by reasonable Company policies, rules and regulations that are not in conflict with the terms and conditions of this Agreement or the terms and conditions of employment that are mandatory subjects for bargaining.

SECTION 16.08

PAY PERIODS

Pay periods are currently scheduled on a bi-weekly basis, with pay checks being distributed every other Friday. Payroll deductions for all health and welfare benefits per Section 14.03, Insurance Benefits, will be made on a semi-monthly basis. Paychecks for the pay period from the 16th through the last day of the month will be issued to employees on the 10th of the following month. Should a regularly scheduled pay date fall on a weekend, holiday, or any other day off, pay checks will be issued on the first business day following such day off. The Company and the Union will work together during the term of the Agreement to ensure that pay checks will be on the employee's job site for distribution no later than 2:00 p.m. on the pay day. The Company will provide cash funds or negotiable bank drafts equal to the employee(s) net pay, who have not received the regular pay check by the 3rd business day following their regularly scheduled delivery. Such funds will be paid to employees between noon and the end of their regularly scheduled shift. On such day, the employee's payroll check that had been mailed under this provision must be returned to the Company.

Overtime pay earned in a particular workweek will be paid on the regular payday for the period in which the workweek ends. If the correct amount of overtime pay cannot be determined until some time after the regular pay period, the Company will pay the overtime compensation as soon after the regular pay period as practicable. Payment will not be delayed for a period longer than is reasonably necessary for the Company to compute and arrange for payment and in no event will payment be delayed beyond the next pay day after such computation can be made.

ARTICLE XVII

GOVERNMENT RESPONSIBILITY

SECTION 17.01 GOVERNMENT RESPONSIBILITY

The union recognizes that the Company is a contractor to the Federal Government at NASA, Kennedy Space Center, Florida, and that the Company is required at all times to fully meet its obligations as a Contractor. The Union further recognizes that from time to time the Government may impose legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations as may be promulgated or imposed by the Government.

The Union will immediately within three (3) working days be provided with a copy of any demand or directive concerning such obligation, which may affect the bargaining unit employee.

In the event the demand or directive is not initially in writing, the Company shall furnish the Union with a written summary of the demand or directive, and identify the government representative imposing the demand or directive.

When the demand or directive is thereafter reduced to writing, a copy shall immediately within three (3) working days be provided to the Union. Upon request, the Company will negotiate all mandatory matters subject to collective bargaining in accordance with the National Labor Relations Act, including but not limited to the effects of any such demand or obligation upon the bargaining unit or any bargaining unit employee.

ARTICLE XVIII

TERM AND NOTICE OF CHANGE OR TERMINATION

SECTION 18.01

TERM, NOTICE OF CHANGE OR TERMINATION

This Agreement shall be effective the 1st day of March 2008 and shall continue in full force and effect to and including the 28th day of February, 2011, and thereafter be automatically renewed from year to year from the 1st day of March, 2011 up to and including the 28th day of February, 2011, unless notice in writing shall be given by either Party to the other of changes desired in the Agreement or of its termination, at least sixty (60) days prior to 28th February, 2011, or sixty (60) days prior to a subsequent applicable expiration date after automatic renewal.

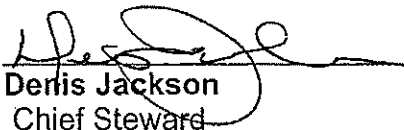
If the Parties do not reach an agreement with respect to such proposed changes or a new agreement in the event termination notice has been given prior to said expiration date, then this Agreement shall terminate on its expiration date. The Parties may, by mutual consent, extend this Agreement for a specific period of time to allow further negotiations and unless termination notice in writing as given by either party for the mutual agreed extend period, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first written above.

**LOCAL UNION NO. 2088
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (AFL-CIO)**


Daniel D. Raymond
Business Manager

24 Jan 08
Date

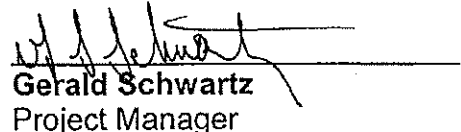

Derlis Jackson
Chief Steward

1-24-08
Date

ALEUT GLOBAL SOLUTIONS LLC


Nancy Piarrot
Director of Human Resources

1/24/08
Date


Gerald Schwartz
Project Manager

1/24/2008
Date


Peter Seufert
President/ COO Aleut Global Solutions

17 JAN 08
Date

SCHEDULE A
HOURLY BASE RATES
IBEW LOCAL 2088 REPRESENTED EMPLOYEES

Employee occupational classifications shall be established in the following labor grades:

Labor Grade 1	Switchboard Operator
Labor Grade 2	Switchboard Operator, Lead
Labor Grade 3	Processing Clerk
Labor Grade 4	Telecommunications Requirements Analyst
Labor Grade 5	Technician Specialist; Purchasing Agent
Labor Grade 6	Technician Specialist, Lead
Labor Grade 7	Telecommunications Engineer
Labor Grade 8	Telecommunications Engineer, Lead

SCHEDULE A.1

CURRENT HOURLY BASE RATES
EFFECTIVE JULY 01 2007 TO JUNE 30 2008

Labor Grade	START	1 YR	2 YR	3YR	4YR	5YR
1	13.17	14.63	15.27	15.92	16.57	17.21
2	14.28	15.86	16.50	17.15	17.80	18.44
3	14.83	16.88	17.71	18.73	19.65	20.51
4	17.43	19.26	20.56	21.85	23.14	24.47
5	17.91	19.26	20.23	22.40	26.99	31.40
6	Single Wage Rate					32.81
7	19.23	20.70	22.88	25.79	28.67	32.86
8	Single Wage Rate					34.99

SCHEDULE A.2

PERCENTAGE INCREASES TO HOURLY BASE RATES EFFECTIVE JULY 01 2008 TO JUNE 30 2011

_____ JULY 01, 2008 _____ JULY 01, 2009 _____ JULY 01, 2010

3.75%	3.50%	3.50%
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SCHEDULE A.3

EFFECTIVE JULY 01 2008 TO JUNE 30 2009

Labor Grade	START	1 YR	2 YR	3YR	4YR	5YR
1	13.66	15.18	15.84	16.52	17.19	17.86
2	14.82	16.45	17.12	17.79	18.47	19.13
3	15.39	17.51	18.37	19.43	20.39	21.28
4	18.08	19.98	21.33	22.67	24.01	25.39
5	18.58	19.98	20.99	23.24	28.00	32.58
6	Single Wage Rate					34.04
7	19.95	21.48	23.74	26.76	29.75	34.09
8	Single Wage Rate					36.30

SCHEDULE A.4
EFFECTIVE JULY 01 2009 TO JUNE 30 2010

Labor Grade	START	1 YR	2 YR	3 YR	4 YR	5 YR
1	14.14	15.71	16.39	17.10	17.79	18.49
2	15.34	17.03	17.72	18.41	19.12	19.80
3	15.93	18.12	19.01	20.11	21.10	22.02
4	18.71	20.68	22.08	23.46	24.85	26.28
5	19.23	20.68	21.72	24.05	28.98	33.72
6	Single Wage Rate					35.23
7	20.65	22.23	24.57	27.70	30.79	35.28
8	Single Wage Rate					37.57

SCHEDULE A.5
EFFECTIVE JULY 01 2010 TO JUNE 30 2011

Labor Grade	START	1 YR	2 YR	3 YR	4 YR	5YR
1	14.63	16.26	16.96	17.70	18.41	19.14
2	15.88	17.63	18.34	19.05	19.79	20.49
3	16.49	18.75	19.68	20.81	21.84	22.79
4	19.36	21.40	22.85	24.28	25.72	27.20
5	19.90	21.40	22.48	24.89	29.99	34.90
6	Single Wage Rate					36.46
7	21.37	23.01	25.43	28.67	31.87	36.51
8	Single Wage Rate					38.88

Notes:

- 1) Employees shall advance to the next highest yearly step position within their labor grade on the employee(s) employment anniversary date.
- 2) An employee promoted into a higher labor grade will advance to the same relative position within the higher labor grade, or single rate if applicable.
- 3) All employees hourly rate shall change in accordance with Schedule A on July 1 of the applicable year of this Agreement.

APPENDIX B

SENIORITY GROUPS

SENIORITY GROUP 1
Systems Engineers

SENIORITY GROUP 2
Technician Specialists

SENIORITY GROUP 3
Logistics / Supply

SENIORITY GROUP 4
Administrative/Clerical

SENIORITY GROUP 5
Switchboard Operators

SENIORITY GROUP 6
Telecommunication Requirements Analysts



5454 Wisconsin Avenue • Suite 1100 • Chevy Chase, MD 20815 • (301) 907-8500

BRIDGE AGREEMENT

This Bridge Agreement between IBEW LU 2088 and Abacus Technology is intended to assure that there is an efficient and non-disruptive transition of contract support from Aleut Global Solutions, LLC at Kennedy Space Center and Cape Canaveral Air Force Base, Florida to Abacus Technology, the successor company.

Abacus Technology agrees to comply with the current Collective Bargaining Agreement between Aleut Global Solutions, LLC and IBEW LU 2088, for the term of the agreement.

Abacus Technology agrees to provide Health and Welfare Benefits comparable to the predecessors current Health Care Plans which provide for health, vision, and dental coverage.

IBEW LU 2088 agrees to support Abacus Technology in the pursuit of the above objectives.

A handwritten signature in dark ink, appearing to be "D. M. [unclear]", is written over a horizontal line.

IBEW Local Union 2088

A handwritten signature in dark ink, appearing to be "C. [unclear]", is written over a horizontal line.

Abacus Technology Corporation

Date: 23 sep 08

Date: 9/23/08



5454 Wisconsin Avenue • Suite 1100 • Chevy Chase, MD 20815 • (301) 907-8500

MEMORANDUM OF UNDERSTANDING 9/30/08

Team Abacus and IBEW LU 2088 agree to establish and maintain an amicable working relationship between the parties through open, honest, frequent, and respectful communications.

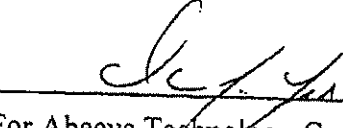
The parties understand that for any relationship to be positive, productive, and responsible there must be a mutual level of trust, respect, and cooperation. The parties agree that a vigorous and total commitment to the above by all participants is the primary element in service quality and customer satisfaction. Team Abacus and IBEW LU 2088 further understand that such relationships result in a more knowledgeable, proficient and amicable workforce.


To encourage and foster this positive and professional relationship the parties commit to a labor relations policy where information is openly exchanged, problems solved mutually and cooperatively, critical differences are accepted and accommodated, agreements are developed in good faith, commitments are honored, and day to day contact at every level is stable and reliable.

In the spirit of the ongoing partnering relationship, IBEW LU 2088 and Team Abacus agree to the following:

- Team Abacus agrees to bridge the existing IBEW Collective Bargaining Agreement and recognize the "Union" as the sole and exclusive collective bargaining Agent with respect to rates of pay, salaries, hours, and other terms and conditions of employment in place for those employees at Kennedy Space Center (NASA), Cape Canaveral Air Force Station currently covered under the CBA between IBEW LU 2088 and Aleut Global Solutions.
- Team Abacus will hire from the existing IBEW Local 2088 workforce on location at Kennedy Space Center.
- Team Abacus agrees to honor the seniority and years of service for all employees transitioning to the new contract and incumbent employees with over 90 days of continuous service will not be required to fulfill probation requirements.
- Team Abacus will provide notification and an opportunity for discussion with the IBEW Local 2088 in the event a decision is made not to hire an individual who is in the current workforce.
- Team Abacus will create a "preferential hire list" to include those IBEW Local 2088 IMCS workers that may not be hired due to potential changes in mission requirements. Such "preferential hire list" will be given 1st consideration for re-employment if new hires are required.

- Team Abacus and IBEW LU 2088 agree to establish a Labor/Management Committee which will meet quarterly to discuss matters of mutual concerns but not to include grievances.
- Team Abacus will continue to provide benefits substantially equal or greater than the benefits currently provided under the Aleut Global Solutions and IBEW LU 2088 CBA.



For Abacus Technology Corporation

For IBEW LU2088



3454 Wisconsin Blvd, Suite 1100, Chevy Chase, MD 20815 (301) 907-8500

10/01/2008

To: Dan Raymond
Business Manager
IBEW LU 2088

Letter of Understanding #2

Dear Mr. Raymond:

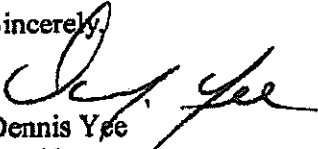
Please be advised that the Abacus Technology Company policy regarding use of negative sick leave by non represented employees will be extended to IBEW represented employees of Abacus Technology.

While Abacus strongly discourages the use of negative sick leave, it is understood that on rare occasions an employee may have a valid and verifiable health emergency that requires sick leave in addition to their accrued sick leave balance.

On a case by case basis and subject to approval by their supervisor an employee may incur a negative sick leave balance, not to exceed 40 hours.

Upon termination any negative sick leave balance will be reimbursed to Abacus from the employee's final compensation.

Sincerely,


Dennis Yee
President
Abacus Technology